

# **EXHIBIT 1**

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (the “Agreement”) is voluntarily made and entered into this \_\_\_ day of July 2021, by and between, on the one hand, Defendants Synergies3 TEC Services, LLC (“Synergies3”), Eric Atchley (“Atchley”), and Benton Odom (“Odom”) (collectively, “Defendants”), and on the other hand, Named Plaintiffs Clinton Jackson, James Thomas, and Talon Overland (collectively, “Named Plaintiffs”), individually and on behalf of opt-in plaintiffs described herein. Collectively, the Defendants and the Named Plaintiffs are the “Parties” to this Agreement.

### **1. Recitals**

On February 4, 2019, Named Plaintiffs Jackson and Thomas filed a putative collective and class action in the U.S. District Court of the Eastern District of Missouri, case styled *Jackson, et al. v. Synergies3 TEC Services, LLC*, Case No. 4:19-cv-00178-SRC, against Defendant Synergies3 (“*Jackson*” or the “*Jackson Lawsuit*”). Named Plaintiffs Jackson and Thomas filed an Amended Complaint on February 20, 2019 and a Second Amended Complaint on May 1, 2019. Named Plaintiffs Jackson and Thomas asserted claims for allegedly unpaid overtime under the Fair Labor Standards Act (“FLSA”), the Missouri Minimum Wage Law (“MMWL”), the Illinois Minimum Wage Law (“IMWL”), and the Illinois Employee Classification Act (“IECA”). Named Plaintiffs alleged an FLSA collective, a Missouri Rule 23 class, and an Illinois Rule 23 class. Named Plaintiffs allege that Defendant Synergies3 improperly classified its technicians as independent contractors. On October 29, 2019, the Court conditionally certified the FLSA collective, certifying a collective class of “all individuals who worked as installation technicians for Synergies3, and whom Synergies3 classified as independent contractors, at any at any time between February 4, 2016 and the date final judgment is entered in this case.”

On November 15, 2019, the Notices of the *Jackson Lawsuit* were disseminated to all eligible individuals. Two hundred sixteen (216) individuals submitted timely consent forms that have not been withdrawn in addition to Named Plaintiffs Jackson and Thomas. There were several individuals who submitted their consent forms past the December 30, 2019 deadline. Named Plaintiffs Jackson and Thomas sought to include these late opt-in plaintiffs, but the Court denied their inclusion on March 31, 2020. Named Plaintiffs Jackson and Thomas moved to clarify the Court’s order dismissing late opt-ins to make clear that consent forms that were postmarked on or before the deadline from 24 individuals were considered timely. Defendant Synergies3 did not oppose the motion. For settlement purposes, those individuals are included as Plaintiffs, as defined below. Eight (8) individuals have withdrawn their consent forms in the *Jackson Lawsuit*; those individuals are not considered Plaintiffs herein.

On April 9, 2020, following the exclusion of late opt-ins from *Jackson*, Named Plaintiff Talon Overland filed a separate action in the Western District of Texas, San Antonio Division (“*Overland*”) or (the “*Overland Lawsuit*”) on April 9, 2020, case styled *Overland v. Synergies3 TEC Services, LLC, et al.*, Case No. SA-20-CA-447-FB, naming Synergies3 as the Defendant. Named Plaintiff Overland asserted claims for unpaid

overtime under the FLSA. On April 17, 2020, Named Plaintiff Overland filed an Amended Complaint, and on October 20, 2020, filed a Motion to Amend to add Defendants Atchley and Odom in their individual capacity. On November 10, 2020, the Court granted Named Plaintiff Overland's motion to amend to add both Defendants Atchley and Odom as individual defendants. While no FLSA collective has been conditionally certified, there are a total of fifty-one (51) eligible individuals who have timely submitted consent forms in the *Overland* lawsuit, in addition to Named Plaintiff Overland.

On December 8, 2021, the Parties attended a full-day mediation session with experienced mediator John Phillips, Esq. The Parties did not reach an agreement at the mediation, but continued negotiations with the assistance of Mr. Phillips following the mediation.

During the months of December 2020 and January 2021, the parties in *Jackson* filed cross-motions for summary judgment and the *Jackson* Named Plaintiffs filed a motion for final FLSA certification and Rule 23 certification of the Missouri class. While these motions were pending, the Parties continued negotiating with the assistance of Mr. Phillips and ultimately executed a Memorandum of Understanding (MOU) dated July 6, 2021, where the settlement described below was reached as a result of extensive and arm's-length negotiations between the Parties and their counsel.

Before entering into the Settlement, the Parties, by and through their respective counsel, conducted a thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the claims, potential remedies, and all defenses thereto, including as to both the merits and collective action certification. The Parties exchanged sufficient information, records, and data to permit the Parties and their respective counsel to evaluate the claims and potential defenses and engage in meaningful and informed settlement discussions.

Named Plaintiffs believe that the claims settled herein have merit, but they and their counsel recognize and acknowledge the uncertain outcome and risk of any litigation, in particular here where the financial condition of Defendant Synergies3 was a consideration in the negotiations. Named Plaintiffs and their counsel also believe that the settlement set forth in this Agreement confers substantial benefits to the Named Plaintiffs and Plaintiffs (as defined below). Based on their evaluation of the above, the Named Plaintiffs and their counsel have determined that the Settlement set forth herein is in their best interest and that of other Plaintiffs.

Defendants deny and continue to dispute all of the claims and contentions alleged in the Litigation and deny any and all allegations of wrongdoing, fault, liability, or damage to Plaintiffs. Defendants deny that they owe any overtime wages and deny that they have violated the FLSA or any other law, rule or regulation and maintain that they have at all times properly classified and compensated Plaintiffs. Defendants acknowledge that they received consideration and a reasonably equivalent value in exchange for the releases and other terms and conditions thereto.

Plaintiffs will be provided the opportunity to return a claim form to participate in this Settlement.

To avoid protracted litigation and the associated legal costs and expenses, the Parties desire to conclusively and finally resolve and settle all alleged unpaid overtime claims in controversy between Defendants and Plaintiffs.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, and subject to the Court's approval, the Parties agree to a full and complete settlement of the Litigation on the following terms and conditions.

2. **Definitions**

- 2.1 "Plaintiffs" means all 270 Named and "opt-in" Plaintiffs who have filed consent to join forms, which have not been withdrawn, in *Jackson v. Synergies3 TEC Services, LLC*, Case No. 4:19-cv-00178-SRC and *Overland v. Synergies3 TEC Services, LLC, et al*, Case No. SA-20-CA-447-FB, and have eligible claims as of July 6, 2021.
- 2.2 "Plaintiffs' Counsel" shall mean Nichols Kaster, PLLP, Weinhaus & Potashnick, Liberman, Goldstein & Karsh, and Sedey Harper Westhoff, P.C.
- 2.3 "Defendants' Counsel" means Gray Reed & McGraw LLP and Armstrong Teasdale LLP.
- 2.4 "Litigation" means *Jackson v. Synergies3 TEC Services, LLC*, Case No. 4:19-cv-00178-SRC (E.D. Missouri) and *Overland v. Synergies3 TEC Services, LLC, et al*. Case No. SA-20-CA-447-FB (W.D. Tex.). The *Jackson* Lawsuit and the *Overland* Lawsuit will be consolidated in the U.S. District Court for the Eastern District of Missouri for settlement purposes only.
- 2.5 "Settlement Fund" means the total gross settlement amount of \$500,000, inclusive of Plaintiffs' attorneys' fees and costs, and exclusive of Defendants' separate responsibility for any of Defendants' tax liability incurred as a result of the settlement payments.
- 2.6 "Notice Period" means 60-days after the Notice of Settlement is disseminated to Plaintiffs.
- 2.7 "Notice of Settlement" means the notice sent to Plaintiffs informing them of the benefits of the settlement and options to accept or reject. The Notice of Settlement is attached hereto as **Exhibit B**.

- 2.8 “Qualified Settlement Fund” or “QSF” means the interest-bearing, settlement fund account to be established and maintained by the Escrow Agent and Administrator, Analytics, LLC.
- 2.9 “Administrator” is Analytics, LLC.
- 2.10 “Settling Plaintiffs” means Plaintiffs who timely return a release form postmarked within the Notice Period.
- 2.11 “Rejecter Plaintiffs” means Plaintiffs who timely reject their Settlement Offer by returning a written rejection within the Notice Period.
- 2.12 “Non-Responder Plaintiffs” means Plaintiffs who do not return a release form and do not reject their Settlement Offer within the Notice Period.
- 2.13 “Settlement” means the terms of settlement memorialized in this Agreement.
- 2.14 “Released Parties” means Defendants and their respective predecessors and successors, current and former direct and indirect subsidiaries, parents, divisions, and affiliates, and the current and former servants, attorneys, agents, employees, owners, LLC members, shareholders, board members, directors and officers of any such entity.
- 2.15 “Released Claims” means all claims asserted in the Litigation, FLSA overtime claims related to the FLSA claims raised in the Litigation, and corresponding state and local overtime law claims and common law claims for recovery of unpaid overtime, including without limitation the MMWL, the IMWL, and the IECA, incurred while working in the installation technician position for Defendants from the beginning of time through July 6, 2021.
- 2.16 “Court” shall mean the United States District Court for the Eastern District of Missouri, District Judge Stephen R. Clark.

3. **The Settlement.**

- 3.1 The Settlement includes all Plaintiffs, who are listed on **Exhibit A**.
- 3.2 Defendants agree to pay the Settlement Fund of \$500,000, inclusive of Plaintiffs’ attorneys’ fees and costs. Defendants shall be separately responsible for any of Defendants’ tax liability incurred as a result of the settlement payments.

- 3.3 This Agreement is contingent upon the Court dismissing without prejudice Named Plaintiffs Jackson and Thomas' motion in *Jackson* for Rule 23 class certification.
- 3.4 No amount of the Settlement Fund will revert to Defendants unless the Settlement becomes null and void for any permitted reason stated herein.

4. **Allocation and Settlement Offers.**

- 4.1 Nichols Kaster, PLLP ("NK") will provide a reasonable allocation of settlement amounts among all Plaintiffs identified in Exhibit A, and attorneys' fees and costs to NK, to Defendants within 7 days of receiving complete pay data from Defendants. The allocation of these amounts will be adopted by Defendants as their settlement offer ("Settlement Offer") to each Plaintiff so long as the Plaintiffs' Settlement Allocations are reasonably based upon NK's damages analysis.
- 4.2 The allocation shall first deduct from the Settlement Fund all costs, including costs to administer the settlement, plus up to 33 1/3% contingent fee to NK and other counsel of record for Plaintiffs, and service payments up to \$5,000 for each of the three Named Plaintiffs. The allocation will also deduct \$5,000 for a contingency fund to address any issues related to allocation that may arise during the Notice Period. Any unused portions of the contingency fund will be reallocated to Settling Plaintiffs pro rata. Defendants will not object to Plaintiffs' Counsel's requested attorneys' fees and costs, and the Named Plaintiffs' service payments, when NK seeks approval of same from the Court.

5. **Attorneys' Fees and Costs, Named Plaintiff Service Payments.**

- 5.1 Plaintiffs' Counsel may request Court approval for payment of up to 33 1/3% from the Settlement Fund, as payment for Plaintiffs' attorneys' fees, their reasonable litigation expenses not to exceed \$25,000, and administration costs.
- 5.2 Plaintiffs' Counsel may request from the Court approval of Named Plaintiff service payments from the Settlement Fund of \$5,000 to each of the three Named Plaintiffs.
- 5.3 All amounts from the Settlement Fund allocated as attorneys' fees and costs must be paid to NK and will be reported on an IRS Form 1099-MISC.
- 5.4 NK will be responsible for any payments due to other Plaintiffs Counsel law firms as agreed upon between Plaintiffs' Counsel, and Defendants shall have no liability to those attorneys in the event of NK's failure to pay.

- 5.5 Except for the fees, costs and other expenses set forth in this Section, the Parties shall bear responsibility for their own fees, costs and expenses incurred by them or arising out of the Litigation and will not seek reimbursement thereof from any Party to this Agreement or the Released Parties.
- 5.6 If the Court does not approve any portion of the attorneys' fees and litigation costs or service payments outlined in this Section, the difference between the requested attorneys' fees and litigation costs or service payments and what is actually awarded by the Court will be reallocated to the Settling Plaintiffs on a pro rata basis.

6. **Communication of Settlement Offers.**

- 6.1 NK, either in-house or through the Administrator, will send a Notice of Settlement to each Plaintiff within fourteen (14) days of Court's approval of the Settlement.
- 6.2 Mailing of each Notice of Settlement will be based on address information maintained by Plaintiffs' Counsel. The Administrator will conduct skip tracing or any other comparable means of locating alternative addresses for returned notices. This section in no way prohibits Plaintiffs' Counsel from contacting Plaintiffs regarding the Settlement.
- 6.3 Each Notice of Settlement will include the Plaintiff's individual Settlement Offer and a release form. Plaintiffs must return a release form or to reject their individual settlement offer by providing a written rejection within the Notice Period.
- 6.4 Settling Plaintiffs returning a release postmarked within the Notice Period will be included in the Settlement.
- 6.5 Rejecter Plaintiffs who reject their settlement offer will forever forfeit their consent-based tolling if they do not re-file their claim within 30 days after their claims are dismissed without prejudice by the Court.
- 6.6 Non-Responder Plaintiffs who do not return a release form and do not reject the Settlement will forever forfeit their consent-based tolling if they do not re-file their claim within 30 days after their claims are dismissed without prejudice by the Court.
- 6.7 The amounts allocated to Rejecters or Non-Responders, if any, will be reallocated pro rata to Settling Plaintiffs.
- 6.8 Non-Responders may come forward and claim their pro rata portion of the Settlement Fund (i.e., their Settlement Offer) up to the date any unclaimed funds are reallocated to Settling Plaintiffs.
- 6.9 Defendants will have the right, but not the obligation, to nullify the Settlement and this Agreement in the event Rejecters comprise ten percent (10%) or more of Plaintiffs. Should Defendants exercise the option to nullify the Settlement for this reason, the Settlement shall be null and void.



7. **Disbursement of Each Settling Plaintiff's Settlement Offer.**

- 7.1 The Administrator will coordinate the payment of the checks from the Settlement Fund. One settlement check will be issued to each Settling Plaintiff. Half (50%) of the settlement payment due to the Settling Plaintiff from the Settlement Fund will be reported as nonemployee compensation for tax purposes with each Settling Plaintiff receiving an IRS Form 1099-NEC as "Non-Employee Compensation." The second half (50%) of the settlement payment due to the Settling Plaintiff from the Settlement Fund shall constitute payment for liquidated damages, penalties and interest, and will be reported on an IRS Form 1099-MISC, Box 3, "Other Income."
- 7.2 The Administrator must disseminate the settlement checks to Settling Plaintiffs within either (1) 14 days of the close of the Notice Period, or (2) 14 days after the case is dismissed, whichever is later.
- 7.3 Settlement checks must be cashed within ninety (90) days of issuance by the Administrator. Any uncashed checks after 90 days will be donated to a mutually agreed upon *Cy Pres* beneficiary.
- 7.4 The Administrator must submit a report to NK indicating any Settling Plaintiffs who have not yet negotiated their Settlement check 30-days before the expiration of the checks.

8. **Scope, Effect and Distribution of the Release.**

- 8.1 Settling Plaintiffs will release the Released Claims against any and all of the Released Parties.
- 8.2 These Released Claims shall be dismissed with prejudice and Settling Plaintiffs' releases considered effective upon approval of the Settlement by the Court.
- 8.3 Defendants acknowledge that they received consideration and a reasonably equivalent value in exchange for the releases and other terms and conditions thereto.

9. **Cy Pres.**

- 9.1 If there is a residual amount of the Settlement Fund remaining after final distribution, such as from uncashed funds, any residual funds from the Settlement Fund will be donated to a mutually agreeable *Cy Pres* beneficiary.

10. **Escrow Account; QSF.**

- 10.1 Defendants have placed the entire Settlement Fund of \$500,000.00 into an Escrow Account with the Administrator for the benefit of the



Plaintiffs. NK has executed a separate Escrow Agreement with the Administrator.

- 10.2 Once the Settlement is approved by the Court, the Administrator will establish a Qualified Settlement Fund within three days of the Court's order and will transfer the Settlement Fund held in Escrow to the QSF, with the funds to be held for the benefit of the Plaintiffs.
- 10.3 If a portion or all of the Settlement Fund is withdrawn from the Escrow Account or the QSF, and used for any other purpose than for the Settlement as set forth under this Agreement, then Named Plaintiffs have the right, but not the obligation, to nullify this Agreement and the Settlement.
- 10.4 All costs associated with the Escrow Account and/or QSF will be paid from the Settlement Fund.

11. **Consent Judgment/Confession of Judgment.**

- 11.1 If Defendants fail to make payment of the Settlement Fund consistent with this Agreement, or otherwise fail to pay Settling Plaintiffs their Settlement Offers, NK will provide written notice to Defendants' Counsel. Defendants shall have 7 days from the date of the written notice to cure any deficiency. To the extent the deficiency is not timely cured, Defendants Atchley and Odom, jointly and severally, agree to and will confess judgment in the amount of the full unpaid amount of \$500,000, less any amount of the Settlement Fund that was paid by Defendants, which shall become immediately due and payable.
- 11.2 The Confession of Judgment was executed in connection with this Agreement, but will not be filed with any Court unless in the event of a default as described herein.

12. **Financial Condition of the Company:**

- 12.1 Defendants must provide a declaration attesting to and confirming the current financial hardships faced by Synergies3 TEC Services, LLC, and inability to pay a substantially larger settlement amount for Plaintiffs' overtime claims.

13. **Individual Liability.**

- 13.1 Defendants Atchley and Odom shall be jointly and severally liable as individuals for the total Settlement Fund and all of Defendants' obligations under this Agreement.

14. **Authority.**

14.1 Defendants Atchley and Odom have full authority to execute this Agreement on behalf of Defendant Synergies3 TEC Services, LLC.

15. **Bankruptcy.**

15.1 In the event that one or more of the Defendants files a bankruptcy petition within ninety-one (91) days of the date on which Defendants pay the amounts constituting the Settlement Fund and the Settlement Fund is avoided or otherwise set aside as a result, then Settling Plaintiffs' releases as set forth herein are terminated and of no further force or effect and Settling Plaintiffs may file proofs of claim with the bankruptcy court for the full alleged value of their claims and shall not be limited to the Settlement Fund amount in this Agreement.

16. **Judicial Approval.**

16.1 This Agreement and the contemplated Settlement is contingent upon judicial approval by the Court in which the Litigation is pending after consolidation for settlement purposes. In the event the Court rejects the proposed Settlement, the parties shall cooperate in good faith to attempt to modify the terms to obtain judicial approval. In the event judicial approval cannot be obtained, the Settlement shall be deemed null and void. However, the Settlement shall not be deemed null and void in the event the Court simply declines to review and approve the Settlement.

17. **Reasonable Compromise of Bona Fide Dispute.**

17.1 The Parties agree that the terms of this Settlement and this Agreement represent a reasonable compromise of disputed claims and issues, arising from a bona fide dispute over the merits of Plaintiffs' claims and Defendants' defenses, and agree to represent the same to the Court. The Parties further agree that the Settlement is a fair, reasonable and adequate resolution of Plaintiffs' claims.

17.2 All of the Parties acknowledge that they have been represented by competent, experienced counsel throughout all negotiations preceding the execution of this Agreement, and this Agreement is made with the consent and advice of counsel who have jointly prepared this Agreement.

18. **Mutual Full Cooperation.**

18.1 Counsel for the Parties agree to and shall use their best efforts to fully cooperate with each other to take all actions reasonably necessary to implement the terms of this Agreement, and neither

Party shall take any action to oppose implementation of this Agreement or any of its terms.

19. **Construction.**

19.1 The Parties agree that the terms and conditions of this Agreement are the result of lengthy and intensive arms'-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her, or its counsel participated in the drafting of this Agreement. The Parties request that before declaring any provision of this Agreement invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible consistent with applicable precedents and the intent expressed in this Agreement.

20. **Captions and Interpretations.**

20.1 Section titles or captions contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

21. **Modification.**

21.1 This Agreement, including the attached Exhibits, may not be changed, altered, or modified, except in writing and signed by the Parties. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties and approved by the Courts.

22. **Integration Clause.**

22.1 This Agreement, including the attached Exhibits, contains the entire agreement between the Parties relating to the Settlement of the Litigation, and this Agreement supersedes all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel.

23. **Counterparts and Facsimile Signatures.**

23.1 This Agreement may be executed in counterparts, and when counsel have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement.

This Agreement may be executed by facsimile signatures or electronically, which shall be deemed to be originals.

24. **Retention of Jurisdiction.**

24.1 The Parties intend to request that the Court retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the terms of this Agreement.

25. **Miscellaneous.**

25.1 This Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.


25.2 The descriptive headings of any paragraph or sections of this Agreement are inserted for convenience or reference only and do not constitute a part of this Agreement.

25.3 Settling Plaintiffs will be required to represent, covenant, and warrant that they have not knowingly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein, as part of the Notice of Settlement, Exhibit B.

25.4 All terms and conditions of this Agreement and its Exhibits will be governed by and interpreted according to the laws of the State of Missouri, without giving effect to any conflict of law principles or choice of law principles.

*[Signatures on Next Page.]*

\_\_\_\_\_  
Reena I. Desai Date  
Nichols Kaster, PLLP  
Attorney for Named Plaintiffs and the  
Settlement Class Members

 8-4-21  
\_\_\_\_\_  
Synergies3 TEC Services, LLC Date  
Defendant  
Name: Eric Atchley  
Title: CFO

\_\_\_\_\_  
Clinton Jackson Date  
Named Plaintiff

 8-4-21  
\_\_\_\_\_  
Eric Atchley Date  
Defendant

\_\_\_\_\_  
James Thomas Date  
Named Plaintiff

\_\_\_\_\_  
Benton Odom Date  
Defendant

\_\_\_\_\_  
Talon Overland Date  
Named Plaintiff

\_\_\_\_\_  
Jay Aldis Date  
Counsel for Defendants

Reena I. Desai  
Nichols Kaster, PLLP  
Attorney for Named Plaintiffs and the  
Settlement Class Members

Synergies3 TEC Services, LLC                      Date  
Defendant  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Clinton Jackson Date  
Named Plaintiff

Eric Atchley  
Defendant

James Thomas  
Named Plaintiff

Benton Odom  
Defendant

Talon Overland	Date
Named Plaintiff	

Jay Aldis  
Counsel for Defendants

\_\_\_\_\_  
Reena I. Desai Date  
Nichols Kaster, PLLP  
Attorney for Named Plaintiffs and the  
Settlement Class Members

\_\_\_\_\_  
Synergies3 TEC Services, LLC Date  
Defendant  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

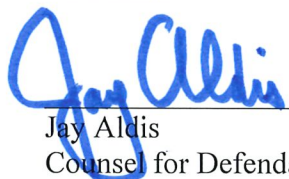
\_\_\_\_\_  
Clinton Jackson Date  
Named Plaintiff

\_\_\_\_\_  
Eric Atchley Date  
Defendant


\_\_\_\_\_  
James Thomas Date  
Named Plaintiff

\_\_\_\_\_  
Benton Odom Date  
Defendant

\_\_\_\_\_  
Talon Overland Date  
Named Plaintiff

 **AUGUST 5, 2021**  
\_\_\_\_\_  
Jay Aldis Date  
Counsel for Defendants



 08/06/2021  
\_\_\_\_\_  
Reena I. Desai Date  
Nichols Kaster, PLLP  
Attorney for Named Plaintiffs and the  
Settlement Class Members

\_\_\_\_\_  
Synergies3 TEC Services, LLC Date  
Defendant  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Clinton Jackson Date  
Named Plaintiff

\_\_\_\_\_  
Eric Atchley Date  
Defendant

\_\_\_\_\_  
James Thomas Date  
Named Plaintiff

\_\_\_\_\_  
Benton Odom Date  
Defendant

\_\_\_\_\_  
Talon Overland Date  
Named Plaintiff

\_\_\_\_\_  
Jay Aldis Date  
Counsel for Defendants




Reena I. Desai  
Nichols Kaster, PLLP  
Attorney for Named Plaintiffs and the  
Settlement Class Members

Synergies3 TEC Services, LLC                      Date  
Defendant  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Clinton Jackson  
Named Plaintiff

Date

Eric Atchley  
Defendant

 08/05/2021  
James Thomas Date  
Named Plaintiff

Benton Odom  
Defendant

Talon Overland	Date
Named Plaintiff	

Jay Aldis  
Counsel for Defendants

Date



# **EXHIBIT A**

Jackson et al. v. Synergies3 TEC Services		
Last Name	First Name	Filed Consent
Ananda	Jesse	1/6/2020
Anderson	Larry	12/31/2019
Ardrey	David	12/30/2019
Ayre	Andrew	12/9/2019
Barley	Justin	12/17/2019
Barrio	Charles	12/23/2019
Bates	Devin	12/18/2019
Bauza	Leo Paul	12/30/2019
Bell	Christopher	12/2/2019
Benevente	Jorge	1/2/2020
Benford	Dewayne	11/25/2019
Bennett	Ron	12/31/2019
Bernard	Berton	12/23/2019
Berry	Ryan	12/31/2019
Bertucci	Dylan	12/18/2019
Bianchi	Stephen	12/31/2019
Blatnick	Jeremy	12/9/2019
Block	Mikal	11/25/2019
BOOTS	JEREMY	3/27/2019
Bordelon	Joshua	11/20/2019
Bradley	Clinton	12/11/2019
Brandon	Billy	11/26/2019
Brock	Jason	12/2/2019
Broughton	Christopher	12/16/2019
Brown	James	3/27/2019
Brown	James	12/12/2019
Brown	James	12/23/2019
Bruns	Jeffrey	4/3/2019
Buhring	Clint	11/19/2019
Carey	Sean	12/23/2019
Chacon	Jonathan	12/23/2019
Charlton	Devan	12/31/2019
Chavez	Juan	12/30/2019
Chuica	Marco	12/10/2019
Collins	Joel	3/26/2019
Cornicelli	Jason	12/9/2019
Cousin	Jerico	12/3/2019
Cox	Ryan	2/21/2019
Craig	Colton	12/3/2019
Crump	Keiton	12/23/2019
Davis	Joshua	12/31/2019
Davis	Zach	12/2/2019
Dehart	Thomas	12/23/2019

Diaz	Ulises	12/4/2019
Dow	Eugene	11/25/2019
Downs	Thomas	11/25/2019
Downs	Michael	11/25/2019
Duerden	Scott	12/2/2019
Dunevant	Derek	12/31/2019
Duong	Andrew	12/27/2019
Elmore	Christian	12/5/2019
Escobar	Juan	12/5/2019
Evans	Brian	12/30/2019
Evans	Charlie	12/30/2019
Ezell	Tyrone	12/13/2019
Flowers	Jamaal	12/27/2019
Forbis	John	12/31/2019
Foster	Rex	12/3/2019
Frye	Dylan	11/25/2019
Gaines	Johnny	12/27/2019
Gonzalez (Garza)	Porfirio	12/11/2019
Hagan	Ryan	12/26/2019
Hager	Leland	12/26/2019
Haley III	Lewis	11/21/2019
Hall	Ricky	5/2/2019
Harrington	Nicholas	11/25/2019
Harrison	James	3/15/2019
Harrison	Christopher	11/26/2019
Harting	Marshal	11/26/2019
Hayes	Brian	11/25/2019
Hearns LII	Leonard Allen	12/2/2019
Hebron	Robert	12/16/2019
Helmich	Jonny	4/23/2019
Herline	Richard	12/27/2019
Hernandez	Jose	12/4/2019
Herrera	Rafael	11/25/2019
Herrington	Walter	12/16/2019
Hieatt	William	12/3/2019
Hinkelman	Steven	12/23/2019
Hope	Terry	12/31/2019
Hostetter	Ryan	12/4/2019
Hudgens	Eric	11/26/2019
Huskic	Benjamin	12/3/2019
Ibarra	Fabian	12/31/2019
Irvin	Ashley	12/26/2019
Jackson	Clinton	2/4/2019
Jackson	Melvin	4/3/2019
Jackson	Royce	7/10/2019



James	Jason	5/9/2019
Jessie	William	11/26/2019
Johnson	Tim	4/18/2019
Johnson	John	12/4/2019
Jolley	Derek	12/26/2019
Jones	Joseph	12/30/2019
Kayler	Brian	11/21/2019
Kayler	Brian ( Seth)	12/27/2019
Kennedy	Jeremy	12/26/2019
Kerwin	Joseph	3/29/2019
Khalil	Haval	11/27/2019
Khan	Ahmed	12/19/2019
Kizzia	Austin	12/10/2019
Klingelhut	Greg	1/3/2020
Knapp	John	11/27/2019
Kysar	Zachariah	11/19/2019
Langley	Dylan	12/23/2019
Larry	Lindsey	12/26/2019
Lauminick	Alex	12/26/2019
Lavignette	Jeremy	11/20/2019
Lewis	Marjeau	11/26/2019
Lopez	Fernando	12/10/2019
Lowen	Cody	12/10/2019
Martens	Dylan	3/5/2019
Martinez	Gabriel	12/27/2019
Martinez	Stephen	12/26/2019
Martinn	David	12/17/2019
Mauer	Nicholas	3/13/2019
McClure	Steve	7/9/2019
Mccluskey	Michael	12/3/2019
Mccollum	David	11/25/2019
McCuller	Jonathan	4/23/2019
Mcelroy	Michael	12/31/2019
McEntire	Jeremy	12/30/2019
McGlasson	Ryan	12/30/2019
Mcknight	Anthony	12/13/2019
McManama	Micah	12/27/2019
Mcnew	Chad	1/2/2020
Miles	Collin	3/25/2019
Moore	Reanna	12/13/2019
Mustedanagic	Nihad	12/23/2019
Neering	Nick	12/17/2019
Nguyen	Tran	12/2/2019
Olivo	Robert	12/11/2019
Olson	Bryce	12/27/2019

Owens	Joshua	3/19/2019
Padilla	David	12/5/2019
Paine	Kurtis	2/18/2019
Payne	Carlton	11/26/2019
Perez	Severiano	12/27/2019
Phillips	Carlton	10/29/2019
Philpot	Jeremy	12/30/2019
Plemmons	Damion	12/4/2019
Poor	Christopher	12/16/2019
Price	Derek	11/21/2019
Pritchard	John	12/3/2019
Ramirez	Christopher	12/5/2019
Randall	Patrick	12/3/2019
RANDLE	ANTHONY	12/16/2019
Randoll	John	4/1/2019
Reece	James	11/26/2019
Reyes	Carlos	12/4/2019
Riggs	Savon	1/3/2020
Riley	Merlin	11/21/2019
Riviera	Alfonso	3/26/2019
Roberts	ChiQuan	7/15/2019
Roberts	Troy	12/9/2019
Rodriguez	Lester	12/26/2019
Rogers	Benedict	12/16/2019
Rounds	Andreas	12/30/2019
Rowekamp	Andrew	12/30/2019
Salgado	Mario	12/31/2019
Sams	Tj	12/31/2019
San Angelo	Michael	12/23/2019
Sanders	Cory	11/25/2019
Sandlian	Clinton	12/27/2019
Seehase	Cameron	12/30/2019
Shatsar	Timothy	11/27/2019
Shaw	Melvin	12/11/2019
Shelton II	Bruce	11/25/2019
Shockey	Jason	12/23/2019
Sistrunk	Otis	2/4/2019
Sluder	Robin	12/2/2019
Smith	Jonathan	11/27/2019
Smith	Joshua	12/31/2019
Smith	Ronnie	12/26/2019
Smith Jr	Nathaniel	11/25/2019
Smith Jr.	Paul	11/21/2019
Stampley	Fred	12/30/2019
Stancell	Brandon	7/15/2019

Stevens	Craig	2/26/2019
Storms	Joshua	1/2/2020
Sutton	John	7/15/2019
Terry	William	7/16/2019
Terry	David	12/2/2019
THACHER	JESSE	12/27/2019
Thigpen	Mark	3/26/2019
Thomas	James	2/4/2019
Thomas	Joshua	12/30/2019
Timms	Aaron	12/9/2019
Tran	Johnny	12/2/2019
Tran	Tam	12/9/2019
Tucker III	Robert	12/30/2019
Tynan Jr	Darren	12/31/2019
Vazquez	Jacinto	11/25/2019
Vincent	Dustin	12/26/2019
Virtue	Joshua	11/21/2019
Vogel	Justin	2/18/2019
Wallace	Justin	4/11/2019
Warren	Tim	12/4/2019
Wells	Elijah	1/2/2020
Wells	Jody	12/30/2019
White	James	9/18/2019
Whitman	Carl	11/20/2019
Wicker	Jerry	12/27/2019
Wilburn	Marshall	12/27/2019
Wilhite	Lane	12/31/2019
Williams	Jamie	12/13/2019
Williams	Theodis	12/2/2019
WILLIAMS II	DOUGLAS	11/20/2019
Wilson	Brian	3/29/2019
Wilson	Benjamin	4/4/2019
Wofford	Otha	11/25/2019
Woods	Andrew	12/31/2019
Wylie	Christopher	12/3/2019
Xiong	Paul	7/15/2019
Yarbrough	William	11/27/2019
Younger	Christopher	12/2/2019
Zollinger	Charles	12/19/2019
Zuniga	Willy	2/27/2019

**Overland v. Synergies3 TEC Services, LLC, et al.**

<b>Last Name</b>	<b>First Name</b>	<b>Filed Consent</b>
Barrett	Eugene	4/9/2020
Batulis	Thomas	4/9/2020
Cardona	Nicholas	4/9/2020
Click	Nick	4/9/2020
Correll	Shannon	4/9/2020
Davis	Terrence	4/9/2020
Dawson	Charles	4/9/2020
Evans	Bradley	4/9/2020
Everly	Jason	4/9/2020
Ewers	Chris	7/10/2020
Ewing	James	4/9/2020
Faulkner	Bradley	4/9/2020
Gallegos	Daniel	4/9/2020
Garza Jr	Albert	4/9/2020
Guerico	Brett	4/9/2020
Gutierrez	Jeff	4/9/2020
Hamilton	John	4/29/2021
Harris	Joseph	4/9/2020
Haynes	Jordan	4/22/2020
Herskovits	Theodore	4/9/2020
Holmes	Lucas	4/9/2020
Houston	Eric	4/9/2020
Hurayt	John	4/9/2020
Israel	Richard	4/9/2020
Johnson	Michael	4/9/2020
Jones	Paul	4/20/2020
LAMBRIGHT	LEONARD	4/9/2020
Lanzarone	Johnny	4/9/2020
Lopez	George	4/9/2020
Merryman	Hunter	4/9/2020
Moyers	Brandon	4/9/2020
Mueller	Micah	6/11/2020
MURPHY	DANIEL	4/17/2020
Norelius	Brendon	9/1/2020
Nye III	James	4/9/2020
Olson	Daniel	4/9/2020
Overland	Talon	4/9/2020
Pena	Jaime	4/9/2020
Rodriguez	Erik	4/9/2020
Sollars	Thomas	11/11/2020
Tarver	Justin	4/9/2020
Thomad	Bobby	11/13/2020
Tripplett	Marcus	5/4/2020
Tucker	Sean	11/17/2020
Walker	Kyron	4/9/2020

Walker	Richard	3/9/2021
Wardley	Craigory	4/9/2020
Williams	Shawn	4/9/2020
Workman	Timothy	7/9/2020
Wright	Dylan	4/9/2020
Wylie	Neyo	7/9/2020
Yacob	Hossam	12/1/2020

# **EXHIBIT B**

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**NOTICE OF SETTLEMENT OFFER FOR [INSERT NAME]**

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**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU JOINED ONE OF THE  
FOLLOWING LAWSUITS:**

**JACKSON V. SYNERGIES3 TEC SERVICES, LLC,  
CASE NO. 4:19-cv-00178-SRC  
EASTERN DISTRICT OF MISSOURI**

**OR**

**OVERLAND V. SYNERGIES3 TEC SERVICES, LLC, ET. AL.,  
CASE NO. SA-20-CA-447-FB  
WESTERN DISTRICT OF TEXAS**

**TO OBTAIN YOUR SETTLEMENT OFFER OF \$XXXX<sup>1</sup>  
YOU MUST COMPLETE THE ENCLOSED RELEASE FORM AND POSTMARK IT BY  
[60 Days After Notice is Disseminated].**

**PLEASE READ THIS NOTICE CAREFULLY  
YOUR LEGAL RIGHTS WILL BE AFFECTED**

*You are not being sued.*

You are receiving this notice because you are a Plaintiff or opt-in Plaintiff in the lawsuit entitled either *Jackson v. Synergies3 TEC Services, LLC*, Case No. 4:19-cv-00178-SRC (E.D. Missouri) or *Overland v. Synergies3 TEC Services, LLC*, et al, Case No. SA-20-CA-447-FB (W.D. Tex.) (collectively, the “Lawsuits”). The parties reached an agreement to settle these Lawsuits. The *Overland* lawsuit was transferred to the same court as the *Jackson* lawsuit. U.S. District Judge Stephen R. Clark of the U.S. District Court for the Eastern District of Missouri is currently presiding over both cases for settlement approval purposes and approved the settlement on [enter date]. **This Notice provides you with information about the settlement and instructions for recovering your share.**

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<sup>1</sup> THIS AMOUNT IS YOUR PROPOSED SHARE OF THE SETTLEMENT, AFTER ATTORNEYS’ FEES AND OUT-OF-POCKET LITIGATION COSTS, SETTLEMENT ADMINISTRATION COSTS, CLASS REPRESENTATIVE SERVICE AWARDS, AND A CONTINGENCY FUND HAVE BEEN DEDUCTED FROM THE TOTAL GROSS AMOUNT OF THE SETTLEMENT FUND.



## **I. BRIEF DESCRIPTION OF THE LAWSUITS**

Named Plaintiffs Clinton Jackson and James Thomas, individually and on behalf of all other similarly situated, filed a lawsuit against Synergies3 TEC Services, LLC (“Synergies3”), in the Eastern District of Missouri on February 4, 2019 asserting claims for unpaid overtime under the Fair Labor Standards Act (“FLSA”) and other similar state laws. On April 9, 2020 Named Plaintiff Talon Overland (collectively with Plaintiffs Jackson and Thomas, the “Named Plaintiffs”), individually and on behalf of others similarly situated, filed a separate action against Synergies3 and its owners, Eric Atchley and Benton Odom, in the Western District of Texas asserting similar claims for unpaid overtime under the FLSA. In both actions, Named Plaintiffs alleged that they and others similarly situated to them who performed installation work for Synergies3 TEC Services, LLC, were misclassified as 1099 contractors, rather than employees, and not paid overtime in violation of the FLSA and other state laws. Defendants Synergies3 TEC Services, LLC and its co-owners Eric Atchley and Benton Odom (collectively, “Defendants”), deny Named Plaintiffs’ allegations and deny that they violated the FLSA or any other law.

Individuals receiving this Notice are the Named Plaintiffs and others who, like you, filed a consent form to join either of the Lawsuits as an “opt-in plaintiff.” Including the Named Plaintiffs, there are a total of [REDACTED] individuals eligible to participate in the settlement.

## **II. SETTLEMENT DETAILS AND YOUR CONFIDENTIAL INDIVIDUAL SETTLEMENT OFFER**

### **A. Details of the Settlement**

After exchanging documents and electronic payroll data, and taking a number of depositions, Defendants and the Named Plaintiffs in *Jackson* and *Overland*, individually and on behalf of the collective (collectively, “Plaintiffs”) have reached a settlement agreement. The parties, through their counsel, engaged in arms-length, extensive and comprehensive negotiations to settle the lawsuits, with the assistance of a third-party experienced mediator. The parties fully executed a comprehensive settlement agreement on [DATE]. For purposes of settlement, the parties agreed to transfer the *Overland* matter to the Eastern District of Missouri, which will have exclusive jurisdiction for purposes of reviewing, approving, and enforcing the terms of the settlement described in the Notice of Settlement. Judge Clark has reviewed and approved the settlement and determined that it is fair and reasonable.

Defendants have agreed to pay \$500,000 to resolve the claims against them. After a deduction of 33.33% in attorneys’ fees, approximately \$XXXX in out-of-pocket costs, \$5,000 service payments to each of the three Named Plaintiffs for serving as a named plaintiff and for their important contributions to the case, as well as \$5,000 reserved for a contingency fund, the individual settlement amounts were allocated using a formula as set forth below.

### **B. Individual Settlement Amount**

Plaintiffs’ Counsel believes the specific offer made to you in the settlement is a fair and reasonable settlement offer in light of the risks of continuing litigation, including proving liability

and damages, and considering the financial situation of Synergies3. Your individual settlement offer is based on a formula that took into consideration a number of factors specific to you, including when and for how long you worked as an installation technician with Synergies3 compared to other Plaintiffs and the pay data produced by Defendants.

**Your pre-tax settlement offer is [ENTER AMOUNT].**

**Please note your allocated settlement amount already considers attorneys' fees and costs. No additional deductions will be made for attorneys' fees and costs.**

If you accept your settlement offer, the Settlement Administrator will issue you a settlement check within 14 days after the lawsuits are dismissed by the Court. Half (50%) of the settlement payment will be reported on an IRS Form 1099-NEC as nonemployee compensation for tax purposes and the second half (50%) of the settlement payment will be reported on an IRS Form 1099-MISC as "other income." Payroll taxes will not be withheld from the settlement check. If you accept your settlement amount, you shall be solely responsible for the payment of any local, state, or federal taxes resulting from or attributable to the payments received under the settlement. You should consult a tax preparer if you have any tax-related questions.

You will have 90 days after issuance to cash your settlement check.

### **III. TO ACCEPT YOUR SETTLEMENT OFFER**

To accept your settlement offer and receive your settlement payment, the enclosed Release Form must be signed and postmarked by **[60 Days After Notice Disseminated]**. You may accept your settlement offer by signing an electronic Release Form, available at **[enter website.]** You may also mail your Release Form in the postage-paid envelope provided with this Notice, or you may fax it, or scan and email it to the Settlement Administrator at the contact information below:

**Analytics Consulting, LLC**  
**Synergies3 FLSA Litigation**  
**P.O. Box [enter]**  
**Chanhassen, MN 55317-[enter]**  
**Phone:**  
**Fax**  
**Email:**

### **IV. TO REQUEST EXCLUSION FROM THE SETTLEMENT**

If you do not want to receive a payment from this settlement, and you want to retain your right to assert individual claims against Defendants, then you must take affirmative steps to exclude yourself. To be excluded from the settlement, you must notify the Settlement Administrator (Analytics Consulting, LLC) in writing, by e-mail or letter – called a "Request for Exclusion" at the address above or to **[email address]**. The letter or email must be postmarked/sent on or before **[DATE]**. The Request for Exclusion must include your name and

address and must clearly state that you are requesting to be excluded from the Parties' settlement in these lawsuits.

**If you choose to exclude yourself from the settlement, you will NOT have a right to receive any money from the settlement of this lawsuit**, but your claims will be dismissed by the Court without prejudice and your statute of limitations will be tolled for 30 days from the date of dismissal of the lawsuits to re-file your claims. If you fail to re-file any claims during this 30-day period, you will forfeit your consent-based tolling and could be barred from bringing these claims against Defendants in the future due to the passage of time.

**V. IF YOU DO NOTHING**

**If you do nothing in response to this Notice, you will NOT have a right to receive any money from the settlement of this lawsuit**, but your claims will be dismissed by the Court without prejudice and your statute of limitations will be tolled for 30 days from the date of dismissal of the lawsuits to re-file your claims. If you fail to re-file any claims during this 30-day period, you will forfeit your consent-based tolling and could be barred from bringing these claims against Defendants in the future due to the passage of time.

**VI. SCOPE OF RELEASE**

By accepting this settlement, you will release all claims asserted in the Lawsuits, FLSA overtime claims related to the FLSA claims raised in the Lawsuits, and corresponding state and local overtime law claims and common law claims for recovery of unpaid overtime, including without limitation the Missouri Minimum Wage Law, the Illinois Minimum Wage Law, and the Illinois Employee Classification Act, incurred while working in the installation technician position for Defendants from the beginning of time through July 6, 2021. You will release from liability Defendants and their respective predecessors and successors, current and former direct and indirect subsidiaries, parents, divisions, and affiliates, and the current and former servants, attorneys, agents, employees, owners, LLC members, shareholders, board members, directors and officers of any such entity. Please refer to the attached Release Form for the full release language.

**VII. NO RETALIATION PERMITTED**

The law prohibits retaliation against employees for exercising their rights under the FLSA. Therefore, Defendants are prohibited from firing you or retaliating against you because you choose to participate in this settlement.

**X. QUESTIONS ABOUT THE SETTLEMENT**

Questions about the settlement, including requests to review the entire Settlement Agreement, should be directed to Plaintiff's counsel:

Nichols Kaster, PLLP  
Reena I. Desai or Clara Coleman  
4700 IDS Center

80 South 8th Street, Minneapolis, MN 55402

612-256-3200

Email: [rdesai@nka.com](mailto:rdesai@nka.com), [ccoleman@nka.com](mailto:ccoleman@nka.com)

**RELEASE OF CLAIMS FORM**

**JACKSON V. SYNERGIES3 TEC SERVICES, LLC,  
CASE NO. 4:19-cv-00178-SRC  
AND  
OVERLAND V. SYNERGIES3 TEC SERVICES, LLC, ET. AL.,  
CASE NO. SA-20-CA-447-FB**

I acknowledge that I received the Notice of Settlement, which informed me that a settlement has been reached in the above-referenced Lawsuits involving Defendants Synergies3 TEC Services, LLC and its co-owners Eric Atchley and Benton Odom (collectively, "Defendants") and that I am eligible to participate in the settlement.

As part of the settlement in the above-captioned lawsuits, I understand that I will receive a payment of approximately [enter amount] pre-tax if I return postmarked this Release Form by [DATE].

By signing this Release, I acknowledge my acceptance of the settlement and understand that I am bound by the terms of the Release. I agree that in exchange for my total settlement payment, I hereby knowingly and voluntarily completely release Defendants Synergies3, Eric Atchley, and Benton Odom and their respective predecessors and successors, current and former direct and indirect subsidiaries, parents, divisions, and affiliates, and the current and former servants, attorneys, agents, employees, owners, LLC members, shareholders, board members, directors and officers of any such entity from all claims asserted in the above-captioned Lawsuits, FLSA overtime claims related to the FLSA claims raised in the above-captioned Lawsuits, and corresponding state and local overtime law claims and common law claims for recovery of unpaid overtime, including without limitation the Missouri Minimum Wage Law, the Illinois Minimum Wage Law, and the Illinois Employee Classification Act, incurred while working in the installation technician position for Defendants from the beginning of time through July 6, 2021.

By signing below, I represent that I have not knowingly assigned, transferred, or encumbered, or purported to assign, transfer or encumber any portion of any liability, claim, demand, action, cause of action, or rights released or discharged in this Settlement.

Signature: \_\_\_\_\_  
[NAME]  
[ADDRESS]

Date: \_\_\_\_\_

**If your address is incorrect, please handwritten your correct address before submitting your Release Form. To participate in the settlement, mail, fax, or scan and email this form by [DATE] to:**

**Analytics Consulting, LLC  
Synergies3 FLSA Litigation  
P.O. Box [enter]**

**Chanhassen, MN 55317-[enter]**

**Phone:**

**Fax**

**Email:**